



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

June 9, 2011

CONTRACT TITLE: Safety and Loss Control Services

CURRENT CONTRACT PERIOD: July 1, 2011 through June 30, 2012

BUYER INFORMATION: Laura Ortmeyer
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RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	August 1, 2008 through June 30, 2009	June 30, 2012

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS NOT MANDATORY.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C308133001	3632492530 1	OCCU-TEC, Inc. 4151 N. Mulberry Drive, Suite 275 Kansas City MO 641116 (816) 231-5580 (816) 231-5641 (Fax) Email: sgudmundsson@occutec.com MBE/WBE Subcontractor Information: American Osage Consulting 8700 Monrovia, Suite 310 Lenexa, KS 666215	No M/WBE	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
07/01/11 – 06/30/12	06/09/11	Renewal
07/01/10 – 06/30/11	03/29/10	Renewal and changed vendor number on contract from 3632492530 0 to 3632492530 1.
07/01/09 – 06/30/10	01/15/09	Renewal
08/01/08 – 06/30/09	04/16/08	Initial issuance of new statewide contract

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide safety and loss control services, including safety training for the Office of Administration, Risk Management Section and for any other state agency of the State of Missouri, including MOPERM, in accordance with the provisions and requirements specified herein. For purposes of the contract, any agency of the State of Missouri utilizing the contract shall hereinafter be referred to as the “*state agency*”, unless a requirement pertains to a specific agency in which case the agency will be identified.
- 1.1.2 The contractor shall perform all to the sole satisfaction of the state agency.
- 1.1.3 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.
- 1.1.4 Cooperative Procurement Program - The contractor shall provide Safety Training services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

1.2 Safety and Loss Control Professionals:

- 1.2.1 The contractor shall provide and direct the efforts of the following safety and loss control professionals who shall provide services as required by the state agency:
 - a. A qualified safety professional who shall act as **Safety Manager** for the Risk Management Section and shall perform as specified below:
 - 1) Shall work with the Risk Management Section and shall oversee the State of Missouri’s safety program as required and directed by the Risk Management Section in order to reduce the risk of loss and reap the greatest return on their investment in safety. Services required shall include, but not necessarily limited to, the services specified below. The Risk Management Section estimates that the services of the Safety Manager will be required on an approximate full-time basis (e.g. 40 hours per week) and that the amount of service required may vary to more or less than the estimate at any time.
 - Survey state operation and properties for potential loss exposures.
 - Recommend and/or develop safety procedures to address loss exposures.
 - Attend State Safety Steering Committee meetings.
 - Recommend and implement rules and procedures for occupational safety and health programs for the state and its employees.
 - Analyze and maintain injury loss statistics and cost data as well as prepare reports for the Risk Management Section or any state agency requesting such.
 - Compare the state’s injury loss statistics to that of others within the industry.
 - Evaluate new legislation for impact on occupational safety and health with regard to the state.
 - Consult with and advise the sixteen departmental state agencies regarding occupational safety and health issues.
 - 2) Shall perform services from the Risk Management Section’s office in Jefferson City Missouri except when on-site activity at different State of Missouri governmental locations is required.

- The Risk Management Section shall provide the customary office materials for the Safety Manager.
- b. A qualified safety professional who shall act as **Safety Manager** for MOPERM and shall perform as specified below:
 - 1) Shall oversee MOPERM's safety program as required including, but not necessarily limited to, performing the services specified below. The services of the Safety Manager may be required on a full-time basis (e.g. 40 hours per week) but MOPERM does not guarantee that the services of a Safety Manager may even be used.
 - Review MOPERM's present loss control program and make recommendations for changes/improvements.
 - Review claims history. Analyze losses and prioritize member visits.
 - Conduct on-site visits to observe and evaluate member (different State of Missouri political subdivisions') operations and facilities related to loss exposures. Identify deficiencies and suggest proactive solutions during on-site visits. Follow up with written reports to members and provide copies of reports to MOPERM.
 - Develop a plan of action for members with consistently high loss ratios or reoccurring claims.
 - Establish a plan to customize loss control programs by member type.
 - Lead and/or facilitate loss control training, as needed.
 - Work with Underwriting and Member Services to formalize a plan for debiting and crediting members based on loss history.
 - Maintain the MOPERM video safety library.
 - Prepare risk management articles for MOPERM's quarterly newsletter.
 - Establish a repository of risk management/loss control information resources.
 - Prepare a status report for MOPERM board meetings.
 - 2) Shall perform services from the MOPERM office in Jefferson City, MO except when on-site activity at member locations is required for provision of services. MOPERM estimates, but in no way guarantees that travel across the State of Missouri shall be required approximately 12-15 days each month in order to provide the needed services and otherwise serve the membership.
 - MOPERM shall provide the customary office materials for the Safety Manager.
- c. **Technical Safety Specialist(s)** who shall provide technical assistance to any state agency in promoting health and safety awareness as well as developing techniques for implementing safe work practices to protect state employees and properties within the state agency, as well as other public employees and properties within the State of Missouri.
 - 1) The Technical Safety Specialist(s) will primarily perform on-site activity at different locations throughout the State of Missouri.
 - 2) The Technical Safety Specialist(s) shall perform services on an as needed basis with no amount of service guaranteed. The State of Missouri estimates, but in no way guarantees, that such services may be required approximately 20 hours or less in any given annual contract period.

1.2.2 At a minimum, the contractor and the contractor's safety and loss control professionals must have experience and expertise in safety programs and general risk control measures. The state agency reserves the right to interview the contractor's safety and loss control professionals with respect to their qualifications and suitability for services within the state's work environment.

- a. The state agency reserves the right to approve or disapprove appointment of any of the safety and loss control professionals to provide the services required by the state agency.

- 1.2.3 The contractor and each of the contractor's safety and loss control professionals assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain the required security clearances from their State Highway Patrol.
- a. By no later than fifteen (15) days after notification of award of the contract and prior to assignment of any new person to provide services under the contract, the contractor shall provide the applicable state agency with the following:
 - 1) A copy of the security clearance information obtained from their State Highway Patrol for each person assigned to the contract,
 - 2) A completed Authorization for Release of Information Form (Attachment #5), and Confidentiality Oath (Attachment #6) individually signed by the contractor and each person assigned to the contract.
 - b. The state agency shall have the right to deny access to the state agency's facility to any of the contractor's safety and loss control professionals for any reason.
- 1.2.4 In the process of performing the requirements of the contract, the contractor and/or the contractor's safety and loss control professionals may become aware of information required by law to be kept confidential. Therefore, the contractor and the contractor's safety and loss control professionals must not at any time disclose, directly or indirectly, any information gained during the performance of the contract services.
- 1.2.5 The contractor's safety and loss control professionals shall be subject to the rules, regulations, and policies of the state agency for which they are providing service.
- 1.2.6 If, at any point during the term of the contract, the services of a safety and loss control professional become unacceptable and upon request by the state agency, the contractor shall dismiss or replace the safety and loss control professional. The state agency shall provide the contractor with an explanation of the unacceptability of the contractor's safety and loss control professional.
- 1.3 Training Requirements:** In the event that a state agency requires safety training services, the contractor shall provide safety training pursuant to the following requirements. The contractor shall agree and understand that no amount of training is guaranteed pursuant to the contract.
- 1.3.1 The contractor shall provide safety training at the direction of the state agency. The contractor shall agree and understand that the safety training shall (1) define a commitment toward safety, (2) be developed to promote transferable skills for the trainees within the safety industry, (3) be designed to reduce the overall cost of work-related accidents and injuries for the state, and (4) be tailored to focus on the state's greatest loss experience or concerns.
- 1.3.2 The contractor shall assist the Risk Management Section, State Safety Steering Committee, and the specific state agency (as applicable) in developing the appropriate training for the safety and loss control program, the curriculum, and content for the requested training courses.
- 1.3.3 The contractor shall conduct trainings at various locations, days, and times in order to meet the state's needs.
- a. At a minimum, the contractor must provide trainings in the following locations within the state:
 - 1) Jefferson City
 - 2) St. Louis
 - 3) Kansas City
 - 4) Springfield
 - b. The contractor shall assist the state agency with coordinating all schedules and locations for the training courses. The contractor and the state agency shall mutually agree upon the actual scheduling of the training courses.

- c. The contractor shall conduct each training course at a state agency facility. The state agency shall coordinate and make all necessary facility scheduling arrangements including classroom set up.
 - d. The state agency shall have the right to modify or cancel a scheduled training course without incurring any liability, financial or otherwise, by providing the contractor with notice at least fifteen (15) calendar days prior to the date on which the training course is scheduled to begin.
- 1.3.4 The contractor shall agree and understand that a training course shall constitute of a minimum of five (5) trainees but should not exceed thirty (30) trainees.
- 1.3.5 The contractor shall provide the trainers to conduct the training courses. The contractor's trainers shall be mutually agreed upon between the state agency and the contractor prior to scheduling such training courses.
 - a. The contractor's trainers must be certified to instruct Occupational Safety and Health Association (OSHA) classes.
- 1.3.6 If the contractor utilizes training materials (e.g. manuals, resource books, handouts, reinforcement materials), the contractor must submit a copy of all such training materials to the state agency prior to the date of the scheduled training course so that the state agency may review the training materials for errors, inappropriate material, and adherence to the state agency objectives. The contractor shall change/alter any training materials if deemed necessary by the state agency
 - a. If the contractor's training materials are approved by the state agency, the contractor shall provide a complete set of such training materials to each trainee. The trainees shall be allowed to retain all training materials.
 - b. The contractor shall obtain copyright and other permissions necessary for public use of protected training materials. Proof of copyright and other permissions must be presented to the state agency if requested. The contractor shall indemnify the state agency and the State of Missouri for legal causes of action related to inappropriate use or fraudulently obtained permission of use of any and all training materials.
 - c. All training materials must be neatly typed and clearly printed.
- 1.3.7 Unless otherwise specified herein, the contractor shall furnish all material, labor, training materials, equipment, and supplies necessary to perform the services required herein.
 - a. The contractor's equipment and supplies shall include nametags, flipcharts, transparencies, charts, video/audio-tapes, markers, and audio/visual equipment.
 - b. In addition, the contractor shall arrange for the provision of all technological resources, equipment, materials, and supplies required for the training.
- 1.3.8 The contractor shall provide an attendance sheet and shall ensure that each trainee signs the attendance sheet for each day of the training course as evidence of the trainee's attendance.
- 1.3.9 At the conclusion of each training course conducted, the contractor shall provide an evaluation form for each trainee to complete. The contractor shall obtain the state agency's approval prior to utilizing the evaluation form.
 - a. The contractor must provide the state agency with a copy of all completed evaluation forms.
 - b. The contractor is advised that the information on the evaluation forms will be utilized to assist the state agency in determining whether the training course meets the needs and expectations of the trainees. If modifications to a training course content are deemed necessary, the contractor shall make such modifications in cooperation with and with the approval of the state agency.

1.4 Core Basic Safety Training Requirements - Upon request by the state agency, the contractor shall conduct Core Basic Safety Training in accordance with the following requirements:

- 1.4.1 The contractor shall conduct the OSHA 10-hour certification course.
- a. The OSHA 10-hour certification course shall consist of current OSHA curriculum that would prepare the state for potential future mandates. The certification course shall include education on understanding OSHA and OSHA record keeping. The certification course shall provide a solid foundation of basic safety knowledge that will assist safety professionals in developing and implementing safety programs within their state agency.
- 1.4.2 The contractor shall provide an additional 24 hours of Core Basic Safety Training courses that include, but may not be limited to, one or more the following subjects, as specified by the state agency:
- a. Safety as an Integrated Part of Management and Supervision
 - b. Basic Concepts of Safety and Health
 - c. Effective Safety Committees
 - d. Occupational Accident Investigation
 - e. Conducting and Responding to Safety Inspections and Audits
 - f. Fire Safety – Planning, Protection, and Response
- 1.4.3 The contractor shall provide the Core Basic Safety Training in a classroom style with related work exercises to be completed in five (5) consecutive days.
- 1.4.4 The contractor shall conduct the Core Basic Safety Training in a manner that would allow safety professionals who have already accomplished the 10-hour certification to attend only one or more of the additional Core Basic Safety Training courses.
- 1.4.5 The contractor shall conduct the Core Basic Safety Training at different locations throughout the State of Missouri as requested by the state agency.

1.5 Refresher/Enhancement Training Course Requirement - Upon request by the state agency, the contractor shall conduct Refresher/Enhancement Training in accordance with the following requirements:

- 1.5.1 The contractor shall conduct refresher/enhancement training courses to enhance the Core Basic Safety Training. Such courses shall be (1) tailored to address the state's losses and exposures, (2) designed to train certified state agency employees, and (3) emphasize areas of greatest loss concerns to the state in developing and maintaining a statewide safety and loss control program.
- 1.5.2 The contractor shall conduct the refresher/enhancement training course over two (2) consecutive days involving a minimum of sixteen (16) hours of classroom instruction and related work exercises.

1.6 Additional Safety Training Requirements:

- 1.6.1 The contractor shall conduct additional safety training courses as requested by the state agency. The contractor shall tailor the additional safety training to meet the individual needs of the state agencies. The additional safety training shall address, but not be limited to, the following subject areas, or a combination of the following subject areas, as specified by the state agency.
- a. Workplace Housekeeping, Material Handling, and Storage
 - b. Job Safety Analysis
 - c. First Aid and CPR Certification
 - d. Emergency Planning and Preparedness
 - e. Planning, Preparing, and Conducting Safety Meetings
 - f. Hazard Communication and Employee Right-to-Know Program
 - g. Safety Communication and Safety Recognition Program

h. Employee Traffic Safety and Drivers Safety

1.6.2 The contractor's additional safety training courses shall be eight (8) hours in length.

1.7 Elective Safety and Health Training Course Requirements:

1.7.1 If requested by a state agency, the contractor should conduct elective safety and health training courses for state agency safety professionals. Such elective safety and health training courses shall directly relate to the specific work activities or job hazards within the specific state agency.

1.7.2 The contractor's elective safety and health training courses should consist of eight (8) consecutive hours.

1.8 Reporting Requirements:

1.8.1 For Safety and Loss Control Professional Services, the contractor shall provide a quarterly report to the using state agency:

- a. At the beginning of the quarterly reporting period, the contractor shall submit a performance plan for the forthcoming three (3) months detailing projects or tasks to be achieved, based on the scope and amount of services needed by the state agency. The contractor's performance plan shall be approved or amended by the state agency.
- b. At the end of the quarterly reporting period, the contractor shall report specific accomplishments achieved during the quarterly reporting period, specific tasks completed pursuant to the provisions of the contract with the completion dates of such tasks, and specific tasks and projected completion date(s) remaining to be completed pursuant to the provisions of the contract.

1.8.2 On a quarterly basis, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the services provided for all of the various using state agencies during the previous quarter and year-to-date.

a. At a minimum, the usage report must contain the information listed below:

- | | |
|--|----------------------|
| 1) State Agency Name | 2) Service Location |
| 3) Dates of Service | 4) Service Provided |
| 5) Unit Price Charged | 6) Quantity Provided |
| 7) Total Price (Unit Price Charged x Quantity) | |

b. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency.

1.8.3 The contractor must submit the reports specified herein electronically, in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access. Reports in PDF or similar format shall be considered unacceptable.

1.9 Additional Requirements:

1.9.1 The contractor shall be responsible for coordination of all the contractor's travel, lodging, and other related arrangements.

1.9.2 If the contractor has the ability and if requested by the state agency, the contractor must issue continuing education units (CEUs) and certificates to the trainees in order to further the professional development of the safety professional.

- a. The contractor shall maintain records to track the courses and certifications achieved by each trainee. At the expiration or termination of the contract, all such records shall become the property of the state agency.

1.10 Invoicing and Payment Requirements:

1.10.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.

1.10.2 The contractor shall submit itemized monthly invoices and shall be paid for services actually performed during the month as stated below:

a. Safety and Loss Control Professionals –

- 1) For services provided for the Risk Management Section or MOPERM, the contractor shall submit an invoice to the appropriate address shown below. For services provided for any other state agency, the contractor shall submit an invoice to the address specified by that state agency:

Division of General Services,
Risk Management Section
301 West High
Truman State Office Building, Room 760
Jefferson City, MO 65102

Missouri Public Entity Risk Management Fund
2010 Williams Street
Jefferson City, MO 65109

- 2) The contractor shall invoice for and be paid for the actual number of hours worked for each safety and loss control professional on the assigned project tasks at the appropriate firm, fixed hourly price as specified on the Pricing Page.
 - With the invoice for services, the contractor shall identify the total number of the invoiced hours that were performed at the state agency's office and the number of hours worked on-site at other State of Missouri governmental/public entity locations.
 - In addition, with the state agency's prior written approval, the contractor shall be paid for time spent traveling to and from other State of Missouri governmental/public entity locations to conduct on-site contractual activities. Therefore, the contractor's invoice must specify the location and the number of hours spent traveling.
 - With the invoice, the contractor shall also include a listing of services performed by the safety and loss control professionals.
- 3) In addition, the contractor shall invoice and be reimbursed for actual and reasonable travel related expenses incurred by safety and loss control professionals in the performance of on-site activities at State of Missouri governmental/public entity locations other than the state agency's Jefferson City, MO

office. The contractor shall invoice and be reimbursed for such travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).

- The contractor must have the prior written approval of the state agency for any such expenses. The contractor must also obtain the state agency's prior written approval of the estimated travel expenses for such services. The contractor must have the prior approval from the state agency for any travel related expenses which may exceed the CONUS rates.
- With the monthly invoice for services, the contractor shall submit a copy of the travel related receipts.
- The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>. Although the actual mileage rate usually changes each July 1, the mileage reimbursement rate is currently \$0.455 per mile effective 07/01/07.
- The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.

b. Training:

- 1) On a monthly basis, the contractor shall submit an itemized invoice to each applicable state agency.
 - The invoice must specify the contract number, each training course conducted, the dates of each training course, the title/topic of each training course, the location of each training course, the number of trainees at each training course, and the firm, fixed price for each training course and firm, fixed per trainee price as stated on the Pricing Page.
 - With each invoice, the contractor must submit a copy of each attendance sheet from each training course conducted.
- 2) For each training course conducted, the contractor shall be paid at the firm, fixed price per training course as stated on the Pricing Page. In addition, the contractor shall be paid the firm, fixed price per trainee, as stated on the Pricing Page, for each trainee attending each training course.
- 3) CEUs and Certificates – If the contract was awarded for the issuance of CEUs and certificates for trainees and if the state agency requiring the training requested CEUs and Certificates, the contractor shall invoice the state agency and shall be paid for each certificate issued at the firm, fixed price per certificate stated on the Pricing Page.

1.10.3 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.

1.10.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

PRICING PAGE

Safety and Loss Control Support Services:

Line Item #	Safety and Loss Control Professionals	Firm, Fixed Price
001	Safety Manager	\$56.96 per hour
002	Technical Safety Specialist	\$76.65 per hour

Core Basic Safety Training:

Line Item #	Core Basic Safety Training	Firm, Fixed Price
003	Per Training Course	\$3,864.00 per training course
004	Per Trainee	\$94.50 per trainee

Refresher/Enhancement Training:

Line Item #	Refresher/Enhancement Training Course	Firm, Fixed Price
005	Per Training Course	\$1,470.00 per training course
006	Per Trainee	\$36.75 per trainee

Additional Safety Training:

Line Item #	Additional Safety Training	Firm, Fixed Price
007	Per Training Course	\$876.75 per training course
008	Per Trainee	\$31.50 per trainee

PRICING PAGE CONTINUED

Elective Safety and Health Training:

Line Item #	Elective Safety and Health Training	Firm, Fixed Price
Identify Elective Safety and Health Training Course		
009	Per Training Course	\$1,102.50 per training course
010	Per Trainee	\$31.50 per trainee

Issuance of CEUs and Certificates:

Line Item #	Issuance of CEUs and Certificates	Firm, Fixed Price
013	Per Certificate	\$12.60 per certificate